

BRAHMAPUR MUNICIPAL CORPORATION

AT/PO: DIST-BRAHMAPUR, ODISHA

Tender No. 14077.XXIX(E.9)9/17

Dated . 03/10/2025

TENDER FOR SELECTION OF A SERVICE PROVIDER FIRM FOR ENGAGEMENT OF MANPOWER IN BRAHMAPUR MUNICIPAL CORPORATION, BRAHMAPUR

DATE OF SALE OF TENDER PAPER/ DOCUMENT
(AVAILABILITY IN PORTAL)

: From Dt. 06/10/25 To Dt. 22/10/25

LAST DATE FOR SUBMISSION OF SEALED
TENDER PAPER/DOCUMENT

: Dt. 23/10/25 Upto 05.00 P.M.

OPENING OF SEALED TENDER PAPER/
DOCUMENT INPRESENCE OF SERVICE
PROVIDER

: Dt. 24/10/25 At 11.00 A.M.

The sealed tender Paper should reach in the Brahmapur Municipal Corporation, At/Po-Brahmapur, Dist-Ganjam on or before 23/10/25, by 05:00 P.M through Registered Post/Speed Post/Courier/By Hand to be received at Single Window Counter of BeMC.

BIDDER'S COVERING LETTER

To,

The Commissioner,
Brahmapur Municipal Corporation.

Dear Sir,

Ref: Tender No _____ Dated _____

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, I/we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this.

I/we undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. If my/our bid is accepted, I/we shall submit the performance security deposit as per the conditions mentioned in the contract.

I/we agree to abide by this bid for a period of 90 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by me/us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this.....Day of.....(The month and year)

Signature of Authorized Signatory.....

Incapacity of.....

Duly authorized to sign the bid for and on behalf of.....

LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

To,

The Commissioner,
Brahmapur Municipal Corporation

Dear Sir,

**Subject: (Authorization for attending bid opening on.....
(Date)in the Tender for Engaging Service Provider for providing of
Worker/Manpower. (Tender No:.....Dated,.....)**

Following persons are here by authorized to attend the bid opening for the tender mentioned above on behalf of.....
(Bidder)in order of preference given below.

Order of Preference

Specimen Signature
Name of Authorized Person

1.

2.

**Signature of Bidder
or
His authorized Representative**

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hall, where bids will be opened, will be refused in case authorization as prescribed above is not produced.

**TENDER DOCUMENT FOR SELECTION OF MANPOWER SERVICE PROVIDER
FOR PROVIDING THE SERVICES TO BRAHMAPUR MUNICIPAL CORPORATION**

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. Brahmapur Municipal Corporation has taken decision for engagement of various Worker/Manpower on outsourcing basis through a manpower service provider as per the list enclosed in Appendix-C for engagement as Driver, Operator, Welder, Asst Fitter, Helper including associated works.
2. Accordingly, Brahmapur Municipal Corporation requires the services of reputed, well established and financially sound Manpower Service Providers to provide services on contract basis for above works
3. The contract for providing the aforesaid manpower is likely to commence from **November 2025** and would continue till **October,2026**, which may extend by order of the competent authority as per terms and conditions in the agreement to be made.
4. **Tentatively, total 86 Number of Man Power indifferent Categories is required for Brahmapur Municipal Corporation.**
5. **Two-Bid system:** The tender has been invited under two bid system i.e. **Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing **“TECHNICAL BID FOR PROVIDING MANPOWER SERVICES TO BRAHMAPUR MUNICIPAL CORPORATION** and **“FINANCIAL BID FOR PROVIDING MANPOWER SERVICES TO BRAHMAPUR MUNICIPAL CORPORATION**. Both sealed envelopes should be kept in a third sealed envelope super-scribing

"TENDER FOR PROVIDING MANPOWER SERVICES TO BRAHMAPUR MUNICIPAL CORPORATION.The Bids should remain valid till 90 days from the date of opening of the Bids.

6. The tenderer shall deposit **Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred) including GST** only in form of demand draft (**non-refundable**) in favour of **Brahmapur Municipal Corporation**, payable at Brahmapur from any Nationalized or scheduled bank towards cost of tender paper. The same demand draft shall be kept inside the sealed envelope meant for Technical bid.
7. The successful tenderer shall provide a performance security of 2% of the total cost of the contract in shape of a Performance Bank Guarantee or in shape of TDR of equivalent value pledged to the **Brahmapur Municipal Corporation, Brahmapur** from any Nationalized or scheduled bank.
8. The Performance security will be submitted by the successful tenderer within Seven Days of receipt of work order.
9. The tendering Service Providers are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
 - a) Copy of the GSTIN Registration certificate of the Service Provider issued by the competent authority;
 - b) Copy of PAN/GIR card;
 - c) Copy of Registration Certificate of Company/ Firm.
 - d) Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant. (2022-23 to 2024-25)
 - e) Copy of the Audited Balance Sheet and P&L Account for the last three consecutive years certified by the Chartered Accountant.(2022-23 to2024-25)
 - f) Certified extracts of the Bank Account containing transactions during last three years
 - g) Copies of EPF and ESI certificates.
 - h) Copy of the valid Labour License/Registration under the Contract Labour (Regulation & Control) Act,1970.
 - i) The Bidder should submit an EMD of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand)** only in shape of Demand Draft drawn in favour of the Commissioner, Brahmapur Municipal Corporation from any Nationalized or a scheduled bank.

- j) The rate of service charge fixed by the Finance Department, Government of Odisha in OM no. 19595/ F dated 11.07.2023 shall be followed strictly.
- k) Average Annual turnover during the preceding **3 (three) years** i.e.2022-23, 2023-24 & 2024-25 should be at least **Rs.5,00,00,000/-**. (**Rupees Five Crore Only**)
- l) Copy of Work order of providing manpower services to any Government Municipal Corporation/Govt. undertaking /PSU organization in a **single contract with involving of minimum 100 manpower engaged each year during last three years.**
- m) Copy of the tender terms and conditions must be agreed by the tenderer while submitting the Tender Document by filling up the required fields and putting seal and signature on each page by the authorized signatory of the agency in token of their acceptance **failing which the bid will be summarily rejected.**

Note: - Submission of any forged document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded

- 10. All entries in tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
- 11. The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower. The period of the contract may be further extended provided the requirement of the Municipal Corporation for manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Municipal Corporation requirements. **The Municipal Corporation, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider.**
- 12. E-mail / Fax bids will be summarily rejected. Late submission bid shall be out rightly rejected.
- 13. **Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.**
- 14. The Technical bids would first be taken into consideration for evaluation by a Committee.
- 15. The Financial Bid of only those tenderers will be opened whose Technical bids are found to be in order. The lowest bidder (L1) in the financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder would be considered by the authority.
- 16. **The competent authority reserves the right to annul all bids with out Assigning any reason.**

17. The registered office or one of the branch offices of the Service Provider should be located within the state of Odisha.
18. The Service Provider will be responsible for any casualty or accident of his Manpower or Agents and liable to pay due compensation as decided by the competent authority.
19. Manpower to be engaged should have good moral character and antecedents. As such anybody employed for the job should have a satisfactory PVR. The Service Provider will submit PVR and Bio-data of all his workmen to be engaged in the organization. In case of any kind of wrong doing by his manpower, Service Provider will be responsible for the same.
20. Statutory charges like EPF/ESI should be deposit in due /schedule time and will be reimbursed to the Service Provider at the prevailing rate on producing proof of payment of the same. Any late deposit will be levied hard some penalty.
21. The Service Provider shall provide the services of various Worker/Manpower categories in numbers and at places as narrated in the Schedule of Contract as mentioned in **Annexure-I (Table -I)**.
22. The Wages of the different categories of Worker/Manpower shall be paid by the service provider after deducting statutory obligation towards employee's contribution and service charges as mentioned in **Table- II**.
23. The Service Provider shall pay the wages to the persons engaged after deducting statutory obligation towards employee's contribution and service charges by **10th of each succeeding month** and accordingly the bills shall be sent to O/o. The Brahmapur Municipal Corporation by **5th of each succeeding month** against the payment made to the persons for release of funds. The service provider must pay the wages to the worker by 5th of every succeeding month without waiting release of payment from BeMC.
24. All documents required to been closed shall be self-attested.
25. **No- exemptions of tender cost, EMD or price preferences are allowed .**
26. The overall service charges to be claimed by the service provider (summation of the service charges for all categories of manpower i.e. unskilled, semi skilled, skilled and highly skilled taken together) have to be lowest for consideration as L1 bidder.
27. The bidder shall properly index the documents in a systematic manner. **Without index and page numbers the bid will be rejected**

Appendix-B

TECHNICAL REQUIREMENT FOR THE TENDERING SERVICE PROVIDER

The tendering Service Provider should fulfill the following technical specifications

1. The Bidder may be a proprietary firm, partnership firm, limited Company, Corporate Body legally constituted.
2. The Service Provider should have at least three years' experience in providing Manpower Services to Government Municipal Corporations/Govt. under takings/ Public Sector undertakings. The Service Provider should have executed a minimum of three such Manpower deployment contracts in Odisha during the preceding three years' period.
3. The Service Provider must have a minimum average annual turnover of **Rs. 5.00 Crore** for the last three consecutive years as per the audited statement of accounts.
4. There should be no civil/criminal case pending with the authority/ Police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment of one notarized affidavit in this regard.
5. The Service Provider should be duly registered with the Service Tax Authorities (GST) and having valid Labour License under contract labour (Regulation & Contract) Act'1970.
6. The Service Provider should be registered with the appropriate authorities under employee provident fund & Employee State Insurance Acts.
7. The Service Provider should have its own surplus balance account.
8. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Municipal Corporation / Office. In case there is no branch office, the successful bidder will have to open branch office within the jurisdiction of the user Municipal Corporation / Office within two months of the signing the agreement or else the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).
9. The Bidder should be given certificate / undertaking that they will provide the high skilled worker having required / suitable license holder from competent authority. As per prescribed Govt Guideline / Rule / Act / Regulation on requirement of Municipal Corporation.
10. The valid certification required along with the technical bid: ISO 9001:2015, ISO 45001:2018, ISO 14001:2015, ISO 8000:2014, ISO 27001:2022.
11. The Bidder should submit the Bank Solvency certificate of minimum 25% of the contract value issued within last 12 months from any Nationalized Bank.

Technical evaluation and marking sheet submitted by _____ for selection of manpower service provider

| Sl. No | Parameters | Marks scored to be entered by the bidder | Page number as submitted as by the bidder for verification |
|-------------------|---|--|--|
| 1 | Registered office/Branch office located within state of Odisha preferably Local District | 5 | |
| 2 | Manpower Deployment Experience (MDE)-copy of Experience Certificate or Work order for providing manpower service to any Odisha Government Municipal Corporation/Odisha Govt. undertaking/PUSs organization for the last three year (2022-23, 2023-24, 2024-25). (i) 100 to 200 nos. of Manpower-10 mark (ii) Above 200 up to 300 nos. of Manpower - 15 mark (iii) More than 300 nos, of Manpower - 20 mark | 20 | |
| 3 | The following valid certification required along with the technical bid: ISO 9001:2015, ISO 45001:2018, ISO 14001:2015, ISO 8000:2014, ISO 27001:2022. For each valid certification 3 marks will be awarded | 15 | |
| 4 | Minimum Average Turnover Equivalent to approximate Contract Value (Rs 3 Cr) for the last three financial year (2022-23, 2023-24, 2024-25) (Rs in Crore) (i) 3 Cr to 5 Cr-10 mark (ii) Above 5 Cr-20 mark | 20 | |
| 5 | Bank solvency certificate of minimum 25% of the contract value issued within last 12 months from any Nationalized Bank | 20 | |
| 6 | Maximum Year of experience in business (on the last date of submission of bid) for providing similar type of services to Central / State Government/ Court Complexes / Law Universities/bodies/agencies/societies/corporate bodies (i) 5 year to 15 year - 5 mark (ii) 15 year to 25 year - 10 mark (iii) Above 25 year - 20 mark | 20 | |
| Total Mark | | 100 | |

N.B.:-

- A. Bidder who score more than 70% Marks shall be consider for further Evaluation.
- B. If the Quoted Price in financial bid will be equal for more bidder, then lottery will be done.
- C. The bidder must have experience to supply manpower in MUNICIPAL CORPORATION / MUNICIPALITY / NAC within last three years.
- D. Bidder must have Submit EPF & ESIC registration copy with last 6 month challan.

REQUIREMENT OF MANPOWER TO BE DEPLOYED BY THE SUCESSFUL SERVICE PROVIDER IN BRAHMAPUR MUNICIPAL CORPORATION

| Sl. No. | Category of Manpower | Requirement |
|---------|----------------------|-------------|
| 1 | High Skilled | 77 |
| 2 | Semi Skilled | 9 |

Note: This is tentative requirement and may change as per requirement of the authority.

Appendix-D

APPLICATION-TECHNICALBID

**For Bidding as a Service Provider for Providing the Services of Worker/Manpower to
Brahmapur Municipal Corporation**

1. Name of Tendering Service Provider:

2. Status (Proprietorship/Partnership/Private Limited):

3. Full Address of Registered office:

Office Telephone No._FAX No._Email ID: _
4. Full Address of operating/ Branch Office:

Telephone No._Fax No._
E-mail address_
5. Name &Telephone No of Authorized Officer/ person to liaise with field Officer(s)

6. Banker of the Service Provider (Attach Certificate copy of statement of A/c for the last 3 consecutive year)_
7. PAN / GIR No. (Attach attested copy)
8. GST Registration No.:_(Attach attested copy)
9. Service Tax Registration No._(Attach attested copy)
10. E.P.F. Registration No.
(Attach attested copy)
11. E.S.I. Registration No. : (Attach attested copy)
12. Labour License/Registration under The Contract Labour (Regulation & Control) Act,1970 (Attach attested copy)

13. Financial turnover of the tendering service provider for the last 3 consecutive financial years

Details of Financial Turnover:

| Financial Year | Total Annual Turnover (Rs. in Lakh) | Average annual turnover (Rs. in Lakh) |
|----------------|--|--|
| 2024-25 | | |
| 2023-24 | | |
| 2022-23 | | |

14. Details of organization where more than 100 person Worker/Manpower have been deployed in a particular work order:

(Attach a separate sheet)

| Name Of Organization | Work order No. and date | Category of Worker/Manpower | Year wise number of Persons deployed | | | Whether work With same Worker/Manpower Renewed by Organization in subsequent financial years(Yes/No) |
|----------------------|-------------------------|-----------------------------|--------------------------------------|---------|---------|--|
| | | | 2022-23 | 2023-24 | 2024-25 | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

APPLICATION-FINANCIALBID

For Bidding as a Service Provider for Providing the Services of Worker/Manpower to
Brahmapur Municipal Corporation

1. Name of tendering Service Provider:
2. Rate per person per day inclusive of all statutory liabilities taxes, levies, cess etc.

| Sl. No. | Manpower Type | Wages/ Rate per person per day | | | | | | Total Rate per person Per Day (rounded off to nearest Rupee i.e whole number) |
|---------|----------------------------|---|---------|---------|-----------------------------|--|--------|---|
| | | Minimum Wages / Rate per person per day (Rs.) | EPF (%) | ESI (%) | Other statutory dues If any | Service Charge /Commission of Service Provider | | |
| | | | | | | In % | In Rs. | |
| 1. | High Skilled Worker/Labour | | | | | | | |
| 2. | Semi Skilled Worker/Labour | | | | | | | |

NOTES:

1. EPF &ESI should be exact cost.
2. The final cost or the total rate per person/ day should be in whole numbers.
3. The bidders to quote the price for per person per day.
4. GST shall be paid extra as applicable.
5. The minimum wages for above said different manpower shall not be less than the latest minimum wage fixed / notified by the Government of Odisha.
6. No hidden rates/costs than quoted above will be entertained.
7. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower as certified by the Authority.
8. The percentage / amount of service charge should be quoted as per order/notification of Finance Department Dt -11.07.2023.

Date:

Signature of Authorized Person of Service Provider
(With Seal)

Place:

Name:

SCHEDULE OF CONTRACT

Table: No. of Worker/Manpower to be engaged under different Categories

| Sl. No. | Category | To be engaged at |
|---------|---|---------------------------------|
| 1 | High Skilled Worker for Operation / Driving of Truck, Mini Truck, Tractor, Backhoe Loader, Chain Mounted Excavator, Skid Steer Loader, Road Roller, Ambulance, Hearse Van, Weed Harvester Vessel Machine etc having suitable license holder obtaining from competent authority. | Brahmapur Municipal Corporation |
| 2 | Semi-Skilled for Helper of Truck, Mini Truck, Backhoe Loader, Chain Mounted Excavator, Road Roller, Weed Harvester Vessel Machine | |

Table II: Minimum Daily Wages and Statutory Employer payments to be made by the Authority (in Rupees)

| Sl. No. | Name of the Work | Minimum Daily wages (without statutory payment) |
|---------|---|---|
| 1 | Different category of worker / manpower to be engaged as per Table 1. | The wages will be paid as fixed by the Labour and ESI, Govt. of Odisha from time to time. |

The number of Worker/Manpower to be engaged on different work is tentatively about 86.

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence w.e.f the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The effectiveness of the agreement commences w.e.f. the date when the total manpower required is provided.
3. The Agreement shall be for a period of one year w.e.f. the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
4. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
6. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
7. **The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.**
8. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Municipal Corporation office so that optimal services of the persons deployed could be availed without any disruption. The coordinator shall be answerable to the deployed persons.
9. The entire financial liability in respect of manpower services deployed in the Municipal Corporation Office concerned shall be that of the Service Provider and the Municipal Corporation Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the Municipal Corporation Office concerned.
10. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim what so ever like employer and employee relationship against the Municipal Corporation Office concerned.

11. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Municipal Corporation shall, in no way, be responsible for settlement of such issues whatsoever.
12. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
13. The persons deployed by the Service Provider shall not claim or shall not be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the current or after expiry of the Agreement period.
14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with this office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
16. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
17. In the event of any engaged Worker/Manpower being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.
18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Municipal Corporation or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
19. The Worker/Manpower provided by the Service Provider shall have to maintain highest standard of ethics in their work. They should not under any circumstances take any data entered into the documents outside the office under any circumstances or share with anybody except as they may be specifically authorized to carry out their assigned works. If any person is found to involve in activities in violation of this, the Service Provider "will be liable for the criminal action as well as other civil actions for such lapses as may be deemed appropriate by the **"Authority"**.
20. The Worker/Manpower provided by the Service Provider shall be regular and punctual in their work as per working hours fixed by the Authority. They will attend to the office work beyond office hours and even on Sundays and Government Holidays, if required as directed by the Authority.
21. The **"Authority"** shall have right to ask the Service Provider to withdraw/replace any Worker/Manpower who has been reported by the **"Authority"** as disobedient or incompetent towards his/her services being rendered. The **"Service Provider"** agrees to act promptly on such request by the **"Authority"**.

22. Selection of person(s) in various categories requisitioned by the Authority will be the responsibility of the Service Provider at their own cost. The Service Provider will send CVs/ bio-data of a panel of suitable persons having requisite License /Qualification/ Experience to the Authority for selection and acceptance.
23. **The agreement may be terminated on a written notice of one month from either side, and both parties agree not to move Court of Law on such termination.**
24. The service of the Worker/Manpower deployed under the contract shall not be withdrawn suo motto, without consulting the Commissioner, Municipal Corporation or his authorized representative. In case any Worker/Manpower whose services have been deployed, desires to discontinue the work, the service provider will inform the same 15 days in advance and arrange for suitable replacement with persons having similar or better qualification and experience.
25. **Violation of Clause-24** will amount to penalty of 15 days wages of the Worker/Manpower disengaged which shall be recovered from the Security Deposit of the Service Provider.
26. The selection of the services of Worker/Manpower as requisitioned by the Authority shall be the responsibility of the Service Provider. The Service Provider will send the CVs/ Bio-data of a panel of suitable persons having requisite qualifications and experience, not less than two times the number of Worker/Manpower requisitioned for each category to the concerned Office/Section for selection and acceptance.

LEGAL

27. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
28. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Municipal Corporation or office concerned. The Municipal Corporation or office concerned shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Authority
29. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Municipal Corporation or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Authority or office concerned.
30. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Municipal Corporation or office concerned or any other authority under Law.
31. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax & GST Act/ Rules, as amended from time to time and a certificate to this effect shall be provided by the Municipal Corporation or office concerned.
32. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Municipal Corporation or the office concerned is

put to any loss / obligation, monetary or otherwise, the Authority will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.

33. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of wages of employed worker/manpower and non- payment of statutory dues. The Authority will have no liability towards non-payment of wages to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Municipal Corporation or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
34. The decision of Authority in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

FINANCIAL

The Service Provider shall execute an agreement with the Commissioner, Brahmapur Municipal Corporation or any authorized officer, in line with the terms and conditions laid down in **Annexure – II** and Appendixes-A, B, C, D & E in the Tender Document and shall furnish a **Performance Security Deposit @ 2%** of the Contract value drawn on any nationalized Bank/scheduled bank at the place of tender in Shape of Bank TDR or Bank guarantee duly pledged to the **BRAHMAPUR MUNICIPAL CORPORATION, At-Po-, PS- Brahmapur, Pin- 760002** for faithful implementation of the provisions of the agreement. This EMD security deposit of the finalized tenderer shall be retained by the Authority, whereas the EMD Security Deposit of the remaining tenderers shall be returned to the respective tenderers after the completion of signing of the agreement by the successful tenderer.

35. Signing of the Tender Document shall mean that the Parties participating in the tender process agree to the terms and conditions of the Tender Document.
36. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
37. The payment in respect of all categories of Worker/Manpower towards Minimum Daily Wages and Statutory Employer payments to be made by the Authority shall be at the rate given in-the Table: I of Annexure-II in account payee mode.
38. The Service Provider will deploy Worker/Manpower with desired appropriate / suitable license / qualifications / experience as detailed in the technical requirement for manpower to be deployed by the successful service provider.
39. The Service Provider shall raise the bill, in triplicate, after the receipt of absentee statement sheet submitted by the O/o BRAHMAPUR MUNICIPAL CORPORATION in first week of the succeeding month.
40. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to Worker/Manpower deployed by it or for any accident caused to them and the Authority shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the Worker/Manpower engaged by him/them by **10st of each succeeding month** through account payee mode (NEFT / RTGS/ IMPS) and accordingly the bills

shall be sent to O/o the BRAHMAPUR MUNICIPAL CORPORATION, by 5th of each succeeding month against the payment made to the Worker/Manpower for release of funds.

41. The Service Provider shall deposit the statutory dues like EPF and ESI or Insurance in respect of the service of each employee as per the provisions of the relevant Acts/ Rules and submit the necessary receipt or Challan to the office in support of proof of payment with a statement by 5th of each succeeding month.
42. **The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.**
43. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation.
44. The Worker/Manpower deployed by the Service Provider shall work under the direct supervision and control of the Authority and officers concerned. Besides, the Service Provider shall neither deploy nor withdraw any Worker/Manpower at any time without the approval of the Authority.
45. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Municipal Corporation/ office. In case there is no branch office, the successful bidder will have to open branch office within one months of the signing the agreement.
46. The successful bidder will enter into an agreement with this office for supply of suitable qualified and experience manpower as per requirement of this office on the above terms and conditions.
47. The Service provider will intimate to municipal corporation regarding enhancement of wages by Labour Department from Time to Time and bill may raise on enhanced wages with statutory after due approval of competent authority.
48. Any dispute arising reality to this tender are subject to judicial jurisdiction of the competent court at Brahmapur only.



Commissioner

BRAHMAPUR MUNICIPAL CORPORATION
D. U. G.